



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Professional Services Agreement for Ground Water Monitoring/Reporting Services to Stantec Consulting Corporation, of Rancho Cordova (\$88,109) and Appropriating Funds

**MEETING DATE:** May 6, 2009

**PREPARED BY:** Public Works Director

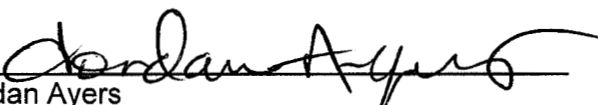
**RECOMMENDED ACTION:** Adopt a resolution awarding a two-year professional services agreement for ground water monitoring/reporting services to Stantec Consulting Corporation, of Rancho Cordova, in the amount of \$88,109 and appropriating funds as shown below.

**BACKGROUND INFORMATION:** The purpose of the ground water monitoring is to measure concentrations of PCE, TCE and other related breakdown chemicals within the Central Plume source areas, to assess the lateral and vertical extent of these chemicals, and to track changes in chemical concentrations over time. The City must submit quarterly reports as required by Monitoring and Reporting Program Order No. R5-2008-0813 (MRP) issued by the Central Valley Regional Water Quality Control Board (RWQCB) on April 16, 2008. The recommended services contract term is two years, with an option for extending it for an additional two years.

The Request for Proposals (RFP) for this project was approved on February 18, 2009. The City distributed 111 RFPs and received 33 proposals for this project on April 3, 2009. The proposals were reviewed and Stantec Consulting Corporation was unanimously chosen by a committee made up of staff from the Public Works Department. The top five consultant cost proposals ranged from \$88,109 to \$180,000 for the two-year contract term.

**FISCAL IMPACT:** Annual costs are funded by PCE/TCE Cleanup Funds.

**FUNDING AVAILABLE:** Requested Appropriation:  
Central Plume PCE/TCE Cleanup Funds (190) \$88,109

  
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Public Works Director

Prepared by Chris Boyer, Junior Engineer  
FWS/CB/pmf  
Attachments  
cc: City Attorney  
Purchasing Officer  
Water Services Manager

**APPROVED:**   
Blair King, City Manager

## **AGREEMENT FOR CONSULTING SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING CORPORATION (hereinafter "CONSULTANT").

#### **Section 1.2 Purpose**

CITY selected the CONSULTANT to provide ground water monitoring/reporting services.

CITY wishes to enter into an agreement with CONSULTANT for GROUND WATER MONITORING/REPORTING SERVICES project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference

#### **Section 2.2 Time For Commencement and Completion of Work**

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall allow CONSULTANT a corresponding time to complete the required work. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

#### **Section 2.3 Meetings**

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

## **Section 2.4 Staffing**

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

## **Section 2.5 Subcontracts**

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

# **ARTICLE 3 COMPENSATION**

## **Section 3.1 Compensation**

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

## **Section 3.2 Method of Payment**

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said

work, hourly rate, and indicating to what aspect of the scope of services said work is attributable and such invoices shall be paid within thirty (30) days of receipt by the City.

### **Section 3.3 Costs**

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

### **Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

## **ARTICLE 4 MISCELLANEOUS PROVISIONS**

### **Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

#### **Section 4.2 Responsibility for Damage**

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

The total amount of all claims the CITY may have against the CONSULTANT under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to (i) in the case of a claim that is not covered by one of the insurance policies of CONSULTANT referred to in Section 4.5 below, the lesser of the fees or \$500,000, or (ii) in the case of a claim that is covered by one of the insurance policies of CONSULTANT referred to in Section 4.5 below, the amount set forth in said Section. As the CITY's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT and not against any of the CONSULTANT'S employee's, officers, or directors.

The CONSULTANT'S liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the services and the CONSULTANT shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CITY, including but not limited to, claims for loss of use, loss of profits and loss of markets.

#### **Section 4.3 No Personal Liability**

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

#### **Section 4.4 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

#### **Section 4.5 Insurance Requirements for CONSULTANT**

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect

CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

- (e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

**Section 4.6 Worker's Compensation Insurance**

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

**Section 4.7 Attorney's Fees**

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

#### **Section 4.8 Successors and Assigns**

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

#### **Section 4.9 Notices**

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
F. Wally Sandelin, Public Works Director  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910

To CONSULTANT:      Stantec Consulting Corporation  
Jim Grasty, Principal  
3017 Kilgore Road, Ste. 100  
Rancho Cordova, CA 95670

#### **Section 4.10 Cooperation of CITY**

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

#### **Section 4.11 CONSULTANT is Not an Employee of CITY**

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

#### **Section 4.12 Termination**

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the



work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

CONSULTANT may terminate this Agreement upon seven (7) days' notice in writing in the event the Client has committed material breach of this Agreement. Non-payment of the CONSULTANT's invoices will be considered a material breach of this Agreement.

**Section 4.13 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.14 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

**Section 4.15 Integration and Modification**

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only be written instrument signed by CONSULTANT and CITY.

**Section 4.16 Applicable Law and Venue**

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall, upon payment of the applicable invoices, allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days. CONSULTANT is allowed to retain a copy of all said items for archival purposes.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

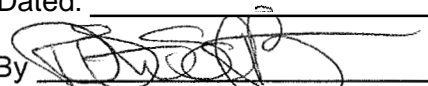
CITY OF LODI, a municipal corporation

ATTEST:

By \_\_\_\_\_  
RANDI JOHL  
CITY CLERK

By \_\_\_\_\_  
BLAIR KING  
CITY MANAGER

APPROVED AS TO FORM:

Dated: \_\_\_\_\_  
By  \_\_\_\_\_  
D. STEPHEN SCHWABAUER  
CITY ATTORNEY

STANTEC CONSULTING CORPORATION  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

# PROJECT APPROACH AND SCOPE OF SERVICES

This section details Stantec's approach to the project and describes the scope of services to be implemented. Key assumptions that we used in costing each of the tasks are also provided.

## PROJECT APPROACH

Stantec understands that the City considers this a high-profile project from both a regulatory and community perspective and that conformance to project requirements and expectations is extremely important. Stantec is always committed to maintaining the highest quality field and analytical data collection, data management and evaluation, documentation and reporting, and especially health and safety. Our commitment to health and safety is an integral part of the culture within Stantec and all projects we perform. Stantec is currently providing similar groundwater monitoring services at numerous sites in northern California. Our experience includes successful, cost-effective implementation of complex groundwater monitoring programs and remedial methods at project sites impacted with chlorinated solvents, petroleum hydrocarbons, and a variety of other contaminants.

The sampling method identified in **MRP** Order No. R5-2008-0813 requires the use of passive diffusion bag (PDB) samplers. PDB sampling collects representative samples of dissolved volatile organic compounds (VOCs) without the need to manage VOC-impacted purge water generated by conventional purging or micro-purging methods. It utilizes a semi-permeable polyethylene bag containing deionized water and positioned within the well screen. VOCs in groundwater flowing through the well screen diffuse into the PDB over time (minimum 14 days) reaching equilibrium with ambient groundwater concentrations. The sampler is retrieved from the well and analyzed by conventional methods. There are advantages and limitations to the method and considerable research has been completed on the approach. Comprehensive guidance documents have been published amongst others by the United States Geological Survey (USGS, 2001) and the Interstate Technology and Regulatory Council (ITRC, 2004). The ITRC has formed a work group to expand on PDB guidance documentation and address technical and regulatory implementation issues as they arise. The ITRC maintains a web page ([www.itrcweb.org](http://www.itrcweb.org)) devoted to PDB sampling, which includes links to guidance documents and several recently published studies.

To complete the Scope of Services, Stantec proposes the following tasks:

- Task 1: Project Management and Preparation of Health and Safety Plan
- Task 2: Monitoring and Sampling

## WHY STANTEC?

Our experience includes successful, cost-effective implementation of complex groundwater monitoring programs and remedial methods at project sites impacted with chlorinated solvents, petroleum hydrocarbons, and other contaminants.



Stantec

- Task 3: Analytical Program
- Task 4: Reporting

### ***Task 1 – Project Management and Preparation of Health and Safety Plan***

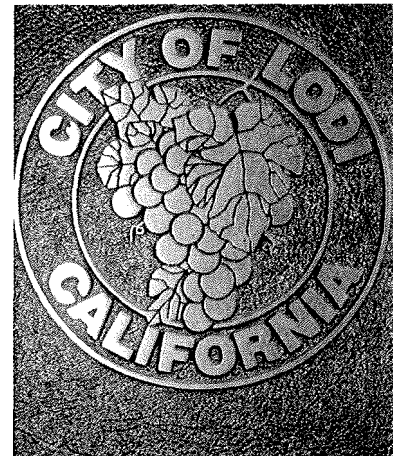
Stantec will perform normal project management responsibilities including, but not limited to, budget tracking, invoicing, sub-contracting and payment for analytical laboratory services, and communication with the client as well as the RWQCB (when appropriate). All field activities, including quarterly PDB deployment, depth to water measurements, and PDB sample retrieval will be properly scheduled in advance with the appropriate City personnel. As required, Stantec will obtain the analytical data for water supply wells No. 2, 6R, and 8 sampled by the City's Water Division and perform necessary coordination with the City to facilitate database management. Stantec assumes costs for attending a kickoff meeting and subsequent quarterly meetings.

Prior to commencement of field work, a site-specific Health and Safety Plan (HASP) will be prepared for the project as required by the Occupational Health and Safety Administration (OSHA) standard guidelines (29 CFR 1910.20), and by California Occupational Health and Safety Administration (Cal-OSHA) guidelines (CCR Title 8, Section 5192). Prior to performing any fieldwork, the HASP will be updated with appropriate field personnel and subcontractor information. The field staff and contractors will review and sign the HASP before beginning field operations at the site.

### ***Task 2 – Monitoring and Sampling***

Monitoring and sampling will be conducted for *two* years, presumably from the second quarter of 2009 through the first quarter of 2011. Monitoring and sampling activities will be conducted in accordance with MRP Order No. R5-2008-0813. Per Requirement (b), Page 3, PDB samplers are to be used in all monitoring wells, as such, typical indicator parameters (pH, electrical conductivity, and temperature) normally collected during well purging are not applicable. Depth-to-groundwater will be measured quarterly to the nearest 0.01 foot in all accessible wells (50 total) and recorded on standard Stantec Water Sample Field Data Sheets.

Groundwater samples will be collected using PDB samplers in accordance with the following schedule from the MRP.



SAMPLING FREQUENCY <sup>1</sup>			
	Quarterly	Semi-annually <sup>2</sup>	Annually <sup>3</sup>
<b>Wells</b>	G-04; G-05; G-06; G-07; G-08; G-11; G-12; G-13; G-14A; G-15A; G-16A; G-16B; G-17A; G-18A; G-19A; G-24B; G-25A; G-25B; MW-06; MW-09; MW-12; MW-21A; MW- 21B; MW-21C; MW-22B; MW-22C; MW-25B; MW- 27D; PCP-4	G-24A; MW-23B; MW-23C	G-10; G-14B; G-14C; G-18B; G-25C; MW 08; MW-15; MW-17; MW-24A; MW- 24B; MW-24C; MW-25C; MW- 26D
<b>Total Wells Sampled</b>	29	32	45

1 All wells (including G-16C, G-18C, MW-13, MW-18, and MW-19) shall be monitored quarterly for depth to groundwater.

2 Wells shall be sampled semi-annually during the first and third quarters.

3 Wells shall be sampled annually during the third quarter.

The table above is modified from the **MRP** to indicate the respective number of samples collected during the quarterly, semi-annual, and annual sampling events. The PDB samplers are deployed at depths within the screened intervals a minimum of two weeks prior to sample retrieval. The City uses 24-inch length sample bags (variable diameters are available). Different diameter well casings should be matched with appropriate-diameter PDB sample bags to minimize the potential for lodging the PDB in the casing above the prescribed deployment depth. Special care is taken to avoid potential cross-contamination of the PDB, hanger assembly, and suspension cable during deployment also to ensure that the sample deployment cables are straight, and the PDB does not lodge in the casing prior the reaching the required depth. The PDB sample bags can be procured pre-filled from the manufacturer or may be filled in the field with laboratory-supplied deionized water. Eon Products Inc. and Colombia Analytical Services are the two main suppliers of PDB samplers and suspension equipment.

The PDB sample for a given well is retrieved from the well and immediately dispensed into at least three, laboratory-prepared, 40-milliliter volatile organic analysis (VOA) sample containers with pre-completed sample labels. Appropriate sampling protocol for preparing sample-splits should be employed to maximize reproducibility of analyte concentrations within the three containers. The samples are immediately placed in an iced cooler for delivery under appropriate chain-of-custody protocol to a California-certified analytical laboratory. The sample collection time and date, sample depth, groundwater depth, depth to well bottom, and if a duplicate was collected from the well are recorded on standard Stantec Water Sample Field Data Sheets. Depth-to-groundwater should be

***Special care is taken to avoid potential cross-contamination of the PDB, hanger assembly, and suspension cable during deployment***

measured prior to PDB retrieval and depth to well bottom measured following PDB retrieval.

Several of the above, and other PDB sampling protocol, are non-standard, not specified in the RFP or **MRP** and will need to be confirmed with the RWQCB prior to the initial sampling event.

### ***Task 3 – Analytical Program and Quality Analysis/Quality Control***

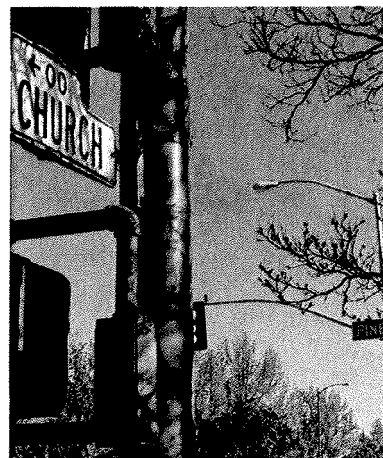
The analytical program will be completed in accordance with **MRP** Order No. R5-2008-0813. Samples will be analyzed by a California-certified analytical laboratory using with U.S. Environmental Protection Agency (EPA) Sample Preparation Method 5030B and EPA Analytical Method 8260B. Quality analysis and quality control (QA/QC) protocol are not specified in the RFP or MRP. In Stantec's PDB sampling programs, typically ten percent of the total number of samples are deployed, retrieved, and analyzed as QA/QC duplicate samples and one trip blank per cooler is analyzed. Although not required, Stantec also recommends analysis of a representative field blank of the laboratory-grade deionized water. In addition to Level II QA/QC procedures used by the analytical laboratory, the relative percent difference (RPD) between the primary and duplicate samples will be calculated and documented in the monitoring reports.

### ***Task 4 – Data Analysis, Reporting, and Geotracker Submittal***

Quarterly data analysis, reporting, and Geotracker submittal will be performed for two years. Stantec understands that the City will provide an electronic copy of the EQulS chemical database containing historical analytical data. Quarterly, a California-certified analytical laboratory will provide both Geotracker and EQulS compatible Electronic Data Deliverables (EDD) for addition to the database and uploading to Geotracker.

Stantec's Information Management Systems Group has prepared a document entitled Laboratory Standard Operating Procedures, which details a thorough series of EDD format and quality checks and is provided to the analytical facility. The EDDs will be processed through a rigorous set of electronic quality checks and procedures before being imported into the database. Subsequently, a random 10 percent of all samples will be checked for completeness and accuracy against the laboratory PDF and field notes. Another 10 percent of the samples will be checked at the peer-review stage. By importing the data electronically and automating the process, data integrity and quality is improved.

A variety of software tools and applications are used by Stantec to create the MRP-required tables and figures for quarterly and annual reports. Our project team will make determinations of what the best applications and tools may be for this project dataset, which may include ArcGIS, Manifold, Surfer, Envirolnsite, etc. Stantec assumes that all well construction details, water elevation,



flow, and gradient data for historical monitoring will be included in the EQulS database. If some of these datasets are not being currently maintained in the EQulS database, it is assumed that the City will be able to provide them in another database format or spreadsheets. Stantec may also be able to work with scanned or PDF datasets, however this is not part of the scope as defined in this proposal

***The City is currently in non-compliance with Geotracker submittal requirements.***

Following the generation and QA/QC of the required tables and figures, Stantec' scientists will evaluate the data and prepare the narrative describing sampling methods, QA/QC data, comparisons with regulatory standards, concentration and elevation trends, gradient data, and plume delineation. Quarterly and annual reporting will be completed in accordance with **MRP** Order No. R5-2008-0813. First, second, and third quarter reports will be submitted by May 1st, August 1st, and November 1st, respectively. The fourth quarter and annual report will be submitted by March 1st. Reports will be submitted to the City in draft form for review by the City two weeks prior to the above submittal dates. Revised reports incorporating mutually agreeable comments will be submitted to the RWQCB within one week of receiving City comments and the above prescribed submittal dates.

The February 20, 2009 *Report of Fourth Quarter 2008 Groundwater Monitoring Central Plume Area* provided by the City is a generic, somewhat basic, database-generated report. There are several **MRP** reporting requirements that have not been completed in the report; these can be detailed for the City on request. Some of these may be considered relatively minor or their omission may have been agreed to by the RWQCB (unlikely). However, Requirement (f), Page 4 requests: "A table showing historical lateral and vertical (if applicable) flow directions and gradients." The more important of the two omissions is the table of vertical gradients. Chemicals are currently detected in four aquifers. Vertical gradients control the migration of groundwater contaminants between different depth aquifers. The City has installed seven, three-aquifer well clusters and two, two-aquifer well clusters. Their purpose is to allow calculation of vertical gradients. These data are critical to evaluating the spatial and temporal concentration trends and appropriate remedial methods. These data tables can be easily generated with the database software or a simple Excel spreadsheet.

In compliance with the requirements of the California Code of Regulations, Title 23, Division 3, Chapter 30, Stantec's quarterly monitoring reports (and other required data) will be submitted electronically to the State Water Board Geotracker database system. The City is currently in non-compliance with Geotracker submittal requirements. As shown in the Appendix the most recent quarterly report (PDF) submitted to Geotracker is third quarter 2007. The most recent laboratory data (EDF) is second quarter 2006. Upon request, Stantec will submit a cost estimate to bring the City up to date on these requirements.

Stantec understands that the City is responsible for the operation and maintenance of the remediation system. As such, Stantec assumes that City (or its remedial Consultant) will perform the related reporting prescribed by **MRP** Reporting Requirements (i) and (j) and Annual Reporting Requirement (e) or provide Stantec with the necessary information to comply with these **MRP** requirements.

As an option for the City, Stantec can deploy a web portal site for project management and data access by the City Project Team. The portal will provide resources to coordinate activities, transfer documents, maintain schedules, etc., and will be enabled for data access and **GIS** so that the City can query information relating to water levels, field parameters, and laboratory water quality analyses at any time in a user friendly format.





**City of Lodi CPA Plume  
Monitoring and Sampling  
Time and Materials  
Estimated Budget**

CLASSIFICATION CLASSIFICATION			Project Management		Monitoring & Sampling & Analytical		Data Analysis, Reporting, & Geotracker		TOTAL COST	
	UNITS	RATE	Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars
STANTEC LABOR										
Principal (Billing Level 16)	Hour	\$181	0	\$0	0	\$0	0	\$0	0	\$0
Senior (Billing Level 14)	Hour	\$157	6	\$942	1	\$157	6	\$942	13	\$2,041
Associate (Billing Level 12)	Hour	\$133	0	\$0	0	\$0	0	\$0	0	\$0
Project (Billing Level 9)	Hour	\$102	0	\$0	0	\$0	21	\$2,142	21	\$2,142
Staff (Billing Level 7)	Hour	\$86	2	\$172	2	\$172	2	\$172	6	\$516
Technician III (Billing Level 5)	Hour	\$72	0	\$0	16.5	\$1,188	0	\$0	16.5	\$1,188
Senior Drafter/GIS (Billing Level 8)	Hour	\$94	0	\$0	0	\$0	10	\$940	10	\$940
Admin (Billing Level 4)	Hour	\$65	3	\$195	0	\$0	2	\$130	5	\$325
TOTAL LABOR COSTS				\$1,309		\$1,517		\$4,326	72	\$7,152
STANTEC EQUIPMENT										
Photoionization Detector (PID)	Day	\$110	0	\$0	0	\$0	0	\$0	0	\$0
Water Level Meter	Day	\$25	0	\$0	2	\$50	0	\$0	2	\$50
Tedlar Bags	Each	\$15	0	\$0	0	\$0	0	\$0	0	\$0
Field Vehicle	Day	\$85	0	\$0	2	\$170	0	\$0	2	\$170
Level C Safety Equipment	Day	\$85	0	\$0	0	\$0	0	\$0	0	\$0
Sampling Pump	Day	\$55	0	\$0	0	\$0	0	\$0	0	\$0
Delineators/Cones/Flags	Day	\$55	0	\$0	2	\$110	0	\$0	2	\$110
Generator	Day	\$75	0	\$0	0	\$0	0	\$0	0	\$0
Hydac meter (pH, Temp. Cond., etc.)	Each	\$25	0	\$0	0	\$0	0	\$0	0	\$0
TOTAL EQUIPMENT COSTS				\$0		\$330		\$0		\$330
REBILLABLES										
Utilities Locator /Surveying	Day	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Laboratory (8260)	Each	\$63	0	\$0	39	\$2,457	0	\$0	39	\$2,457
Travel	Flight	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Lodging	Day	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Vehicle	Day	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Per diem	Day	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Boring permit (4 or more/parcel)	Each	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Miscellaneous parts/supplies	Lump Sum	\$150	0	\$0	0	\$0	0	\$0	0	\$0
Shipping/Postage	Each	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Mileage	Each	\$0.000	0	\$0	0	\$0	0	\$0	0	\$0
Disposable bailers	Each	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Drums	Each	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Drum Profile	Each	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Transport	Each	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Water transport and disposal	Each	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Diffusion sampler	Each	\$18	0	\$0	35	\$630	0	\$0	35	\$630
TOTAL REBILLABLES	Markup	10%		\$0		\$3,396		\$0		\$3,396
TOTAL COST PER 1/4				\$1,309		\$5,243		\$4,326		\$10,878
ESTIMATED FEE FOR YEAR 1	4			\$5,236		\$20,971		\$17,304		\$43,511
ESTIMATED FEE FOR YEAR 2	2.50%			\$5,367		\$21,495		\$17,737		\$44,599
TOTAL FEE ESTIMATE FOR TWO YEAR CONTRACT				\$10,603		\$42,466		\$35,041		\$88,109
ESTIMATED FEE FOR YEAR 3				3.00%	\$5,528	\$22,140		\$18,269		\$45,937
ESTIMATED FEE FOR YEAR 4				3.00%	\$5,694	\$22,804		\$18,817		\$47,315
TOTAL FEE ESTIMATE FOR TWO YEAR EXTENSION					\$11,222	\$44,944		\$37,085		\$93,251

## **COSTING LABOR ASSUMPTIONS PER QUARTER**

### **Project Management Assumptions**

One client meeting per quarter plus travel: Senior = 3 hrs  
2.5 invoices per quarter Senior; = 3 hrs  
Subcontracting lab project = 2 hrs  
Health and Safety plan: 3 hours Staff  
Administrative time = 3 hrs

### **M&S assumptions**

4 wells per hour w 50 wells = 12.5 hours  
Travel = 2 hrs  
Misc extra = 2 hours  
Total w travel & misc = 16.5  
Project mgt senior 1 hr  
Project mgt Ass 2 hrs hr

### **Reporting Assumptions**

Data Base Group	
Senior 4 hours	
Project 17 hours	
Senior CADD/GIS = 10 hours	Total hours DBG = 31
Rancho Group reporting	Total hours Rancho = 10
Senior Review = 2	
Project Write up = 4	
Staff Geotracker upload = 2	
Administrative time = 2	

# STANTEC 2009 RATE SCHEDULE ENVIRONMENTAL PRACTICE AREA



## STANTEC 2009 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS (Page 1 of 3)

Charges for all professional, technical, and administrative staff directly charging time to the project will be calculated and billed on the basis of the following schedule.

LEVEL	HRLY RATE	DESCRIPTION
1 2 3	\$46 \$52 \$58	Generally Not applicable to the Southern California Market • May on occasion be appropriate for intern and clerical support.
4 5 6	\$65 \$72 \$79	Clerical, Interns, & Field/Lab Techs • Assists Office Administrators, Engineers, Designers, and field staff with clerical and routine entry level tasks.
7 8 9	\$86 \$94 \$102	Junior-level position, Administrative, a Independently carries out assignments of limited scope using standard procedures, methods and techniques a Assists senior staff in carrying out more advanced procedures a Completed work is reviewed for feasibility and soundness of judgment a Recent graduate from an appropriate post-secondary program or equivalent.
10 11 12	\$112 \$122 \$133	Professional level positions • Carries out assignments requiring general familiarity within a broad field of the respective profession a Makes decisions by using a combination of standard methods and techniques a Actively participates in planning to ensure the achievement of objectives • Works independently to interpret information and resolve difficulties • Provides applied professional knowledge and initiative in planning and coordinating work programs
13 14 15	\$146 \$157 \$168	Highly-specialized technical professional or project supervisor • Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise • Participates in short and long range planning to ensure the achievement of objectives • Makes responsible decisions on all matters, including work methods, and financial controls associated with projects • Decisions accepted as technically accurate • Reviews and evaluates technical work
16 17	\$181 \$210	Senior level consultant or management function • Recognized as an authority in a specific field with qualifications of significant value a Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise • Independently conceives programs and problems for investigation a Participates in discussions to ensure the achievement of program and/or project objectives • Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects
18 19	\$247 \$347	Senior level management position • Recognized as an authority in a specific field with qualifications of significant value • Responsible for long range planning within a specific area of practice or region • Makes decisions which are far reaching and limited only by objectives and policies of the organization • Plans/approves projects requiring significant human resources or capital investment • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, fifteen years experience with extensive professional and management experience

# STANTEC 2009 RATE SCHEDULE ENVIRONMENTAL PRACTICE AREA



Stantec

## STANTEC 2009 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS (Page 2 of 3)

### Other Direct Disbursements:

Disbursement	Rate
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	Actual Cost +10%
Travel/Per Diem	Actual Cost +10%
Per Diem	\$ 150/day
Capital Purchases and Expendable Materials	Actual Cost +10%
Postage and Shipping	Actual Cost +10%
Standard Field Equipment	(See Attached Schedule)

### Standard Field Equipment:

Standard Field Equipment	Rate
Air Sampling Equipment	\$45/day
Bailer – Disposable	\$10/each
Bailer – Disposable Weighted	\$15/day
Bailer – Quick E-Bailer System	\$25/day
Bailer – Reusable	\$20/day
Drum – 55 Gallons	\$55/each
Digital Camera	\$25/day
Draeger Sampler (Tubes not included)	\$30/day
Field Communication – Phone	\$10/day
Field Communication – Two-Way Radio	\$20/day
Field Computer	\$25/day
Field Survey – Receptor Survey	\$85/hour
Field Survey – Scope/Proposal Preparation	\$100/each
Field Survey – Site Survey	\$85/hour
Field Survey – Well Search	\$85/hour
Field Test Kit – Groundwater	\$55/each
Field Test Kit – Soil	\$55/each
Field Test Kit – SVE	\$55/each
Field Vehicle – Mileage	Prevailing IRS rate
Field Vehicle	\$100/day
Field Vehicle – Sampling Truck	\$175/day
Field Vehicle – Truck/Van	\$130/day
Flame Ionization Detector (FID)	\$130/day
Generator	\$60/day
Gloves – Colored Cloth	\$5/pair
Gloves – Colored Leather	\$15/pair
Gloves – Colored Nitrile	\$0.15/pair
Gloves – Kevlar Under Glove	\$2.50/pair
H&S – Level B Safety Equipment	\$165/day
H&S – Level C Safety Equipment	\$85/day
H&S – Level D Safety Equipment	\$50/day
H&S – Traffic Control Equipment	\$55/day
Hand Auger	\$30/day
Large Equipment & System – Caterpillar D4 Bulldozer	\$250/day
Large Equipment & Systems – Dual Phase Extraction Treatment (DPET)	\$200/day
Large Equipment & Systems – Soil Vapor Extraction System	\$100/day
Low Flow Purge/Sampling System	\$80/day
Meter – Oil/Water Interface	\$55/day
Meter – Anemometer	\$25/day
Meter – CO	\$65/day
Meter – Conductivity	\$25/day
Meter – Data Logger	\$140/day
Meter – Dissolved Oxygen	\$65/day
Meter – DO/ORP/Temp/Conductivity	\$100/day
Meter – Dosimeter	\$45/day
Meter – Ferrous Iron	\$5/day

**STANTEC 2009 RATE SCHEDULE  
ENVIRONMENTAL PRACTICE AREA**



**STANTEC 2009 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS**  
(Page 3 of 3)

**Standard Field Equipment (continued):**

<b>Standard Field Equipment</b>	<b>Rate</b>
Meter – Flow	\$5/day
Meter – H2S Detector	\$65/day
Meter – LEL/O2	\$65/day
Meter – Magnehelic (Gauge)	\$55/day
Meter – Magnetometer	\$50/day
Meter – Manometer	\$25/day
Meter – Measuring Wheel	\$25/day
Meter – Metal Detector	\$15/day
Meter – Multimeter	\$100/day
Meter – O2/CO2	\$65/day
Meter – ORP	\$65/day
Meter – Other	quote/day
Meter – Ozone	\$55/day
Meter – pH	\$25/day
Meter – pH/Temp/Conductivity	\$25/day
Meter – Temperature	\$25/day
Meter – Turbidity	\$30/day
Meter – Dust Monitor	\$120/day
Meter – Velocity	\$25/day
Meter – Water Level Indicator	\$25/day
Photoionization Detector (PID)	\$110/day
Pressure Washer	\$25/day
Pump – Air Sampling	\$45/day
Pump – Centrifugal	\$45/day
Pump – Groundwater Sampling	\$110/day
Pump – Peristaltic	\$50/day
Pump – Submersible	\$60/day
Pump – Trash	\$35/day
Pump – Vacuum Pump	\$45/day
Pump – Whale Sampling	\$25/day
Pump – Well Sampling/Purge	\$45/day
Reproduction – 11x17 Color Plot./Print/Copy	\$2/copy
Reproduction – 24x36 Color Plot/Print	\$10/copy
Reproduction – 8.5x11 B&W Copies	\$0.15/copy
Reproduction – 8.5x11 Color Copies	\$1.25/copy
Reproduction – Oversized B&W Plot/Print	\$10/copy
Reproduction – Oversized Color Plot. Print	\$15/copy
Soil Sample Ring/Sleeve	\$10/each
Survey Equipment – GPS	\$30/day
Survey Equipment – Laser Plane Level & Receiver	\$135/day
Survey Equipment – GPS Survey Quality	\$150/day
Survey Equipment – Level Only	\$85/day
Transducer	\$30/each
Tedlar Bag	\$15/each

RESOLUTION NO. 2009-50

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES  
AGREEMENT WITH STANTEC CONSULTING CORPORATION  
FOR GROUND WATER MONITORING/REPORTING SERVICES  
AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the purpose of the ground water monitoring is to measure concentrations of PCE, TCE, and other related breakdown chemicals within the Central Plume source areas, to assess the lateral and vertical extent of these chemicals, and to track changes in chemical concentrations over time. The City must submit quarterly reports as required by Monitoring and Reporting Program Order No. R5-2008-0813 (MRP) issued by the Central Valley Regional Water Quality Control Board (RWQCB) on April 16, 2008; and

WHEREAS, the Request for Proposals (RFP) for this project was approved on February 18, 2009, and the City received 33 proposals for this project on April 3, 2009; and

WHEREAS, the proposals were reviewed, and Stantec Consulting Corporation, of Rancho Cordova, was unanimously chosen by the committee; and

WHEREAS, staff recommends awarding a two-year professional services agreement for Ground Water Monitoring/Reporting Services to Stantec Consulting Corporation, of Rancho Cordova, in the amount of \$88,109, with an option of extending it for an additional two years.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a two-year professional services agreement for Ground Water Monitoring/Reporting Services to Stantec Consulting Corporation, of Rancho Cordova, in the amount of \$88,109, with an option of extending it for an additional two years; and

BE IT FURTHER RESOLVED that funds in the amount of \$88,109 be appropriated from the Central Plume PCE/TCE Cleanup Funds for this project.

Dated: May 6, 2009

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I hereby certify that Resolution No. 2009-50 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 6, 2009, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Johnson, Katzakian, Mounce, and  
Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk